

DONELAN, CLEARY, WOOD & MASER, P.C. JAN 23 '98

1-51 PM

ATTORNEYS AND COUNSELORS AT LAW

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WASHINGTON, D.C. 20005-3934

OFFICE: (202) 371-9500

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January 23, 1998

FULL RELEASE OF LIEN AND TERMINATION OF
RECORDED SECURITY INTERESTSRECORDATION NO. 10412-E

Dear Mr. Williams:

On behalf of First Security Bank, National Association (f/k/a First Security Bank of Utah, National Association), I submit for filing and recording under 49 U.S.C. § 11301 and the regulations applicable thereunder, counterparts of a secondary document, not previously recorded, entitled Release of Lien and Termination of Recorded Security Interests ("Release"), executed as of January 22, 1998, to be filed under Recordation No. 10412-E.

The party executing the Release is:

First Security Bank, National Association
(f/k/a First Security Bank of Utah, National
Association) as Agent
79 South Main Street
Salt Lake City, Utah 84111

RELEASING PARTY

The said Release is a full and complete termination and release of the Conditional Sale Agreement ("CSA") recorded under Recordation No. 10412 as assigned under Recordation No. 10412-A and the security interest assigned under Recordation No. 10412-C in that certain Lease of Railroad Equipment ("Lease") recorded under Recordation No. 10412-B, and should be recorded under the next available letter under Recordation No. 10412 which we believe will be "-E."

The units of rolling stock covered by the enclosed Release are all such units as covered in and by the aforesaid CSA recorded under Recordation No. 10412 and Lease recorded under Recordation No. 10412-B.

A short summary of the Release to appear in the STB Index is as follows:

RECEIVED
SURFACE TRANSPORTATION
BOARD
JAN 23 1 51 PM '98*Counterpart - [Signature]*

DONELAN, CLEARY, WOOD & MASER, P.C.

Honorable Vernon A. Williams

January 23, 1998

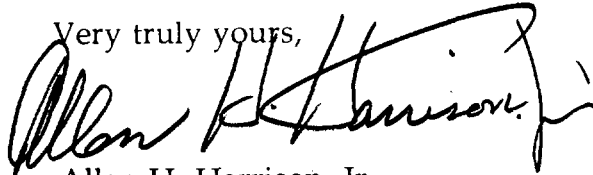
Page 2

"Full termination and release of Conditional Sale Agreement and security interest assignment in related lease, all files under Recordation Nos. 10412, 10412-A and 10412-C."

Enclosed is a check in the amount of twenty-four dollars (\$24.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the STB letter/fee receipt acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.
Attorney for First Security Bank,
National Association (f/k/a First
Security Bank of Utah, National Association)

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

BY HAND

8376-020

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY


Allen H. Harrison, Jr.
Donelan, Cleary, Wood & Maser, P.C.
1100 New York Avenue, NW., Ste. 750
Washington, DC., 20005-3934

DATE: 1/23/98

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3 (c), on 1/23/98 at 1:51PM, and
assigned recordation number(s). 10412-E.

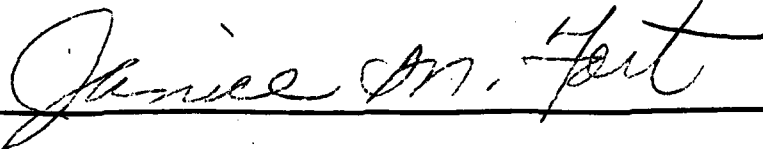
Sincerely Yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 24.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



JAN 23 '98

1-51 PM

Release of Lien and Termination of Recorded Security Interests

WHEREAS First Security Bank, National Association (formerly known as First Security Bank of Utah, National Association), a national banking association organized and existing under the laws of the United States of America and having a mailing address at 79 South Main Street, Salt Lake City, Utah 84111, is a party (a) as Agent (the "Agent") to the certain Participation Agreement dated as of April 1, 1979, (the "Participation Agreement") among the Agent, The Detroit Edison Company, a New York corporation (the "Lessee"), General Electric Credit Corporation, a New York corporation (the "Owner"), The Connecticut Bank and Trust Company, a Connecticut banking corporation (the "Trustee"), not individually but solely in its capacity as trustee under a Trust Agreement dated as of April 1, 1979, and the parties named in Appendix I thereto (the "Investors"), and (b) as Assignee (i) to that certain Agreement and Assignment dated as of April 1, 1979 (the "Agreement and Assignment"), between Ortner Freight Car Company, as Builder, and the Agent, as Assignee; and (ii) the Assignment of Lease and Agreement dated as of April 1, 1979, (the "Assignment of Lease and Agreement"), by and between the Trustee, as Assignor and the Agent, as Assignee.

WHEREAS pursuant to the Agreement and Assignment, the Builder assigned to the Agent all of the Builder's (a) right, title and interest pursuant to that Conditional Sale Agreement dated as of April 1, 1979 (the "Conditional Sale Agreement") between the Builder as vendor and the Trustee as vendee and (b) right, security title and interest in and to each item of railroad equipment more particularly described in Appendix B, to the Conditional Sale Agreement (herein the "Equipment").

WHEREAS pursuant to the Assignment of Lease and Agreement, the Trustee assigned, as collateral security, all of the Trustee's right, title and interest in and to the Lease Agreement dated as of April 1, 1979 (the "Lease") between the Trustee as lessor and the Lessee as lessee.

WHEREAS all amounts owed to the Agent pursuant to or in respect of the Participation Agreement, the Conditional Sale Agreement, the Agreement and Assignment and the Assignment of Lease and Agreement have been paid in full and the Agent has agreed to enter into this Instrument.

NOW THEREFORE in consideration of the foregoing the Agent hereby:

- (a) releases its security interests in the Equipment and the Lease and transfers to the Trustee its security title and property in and to the Equipment and the Lease free and clear of all claims, rights, liens, security interests and other encumbrances created by or retained under the Conditional Sale Agreement, the Agreement and Assignment and/or the Assignment of Lease and Agreement; and
- (b) confirms that the filings and recordings with the Surface Transportation Board (as successor to the Interstate Commerce Commission) of the Conditional Sale Agreement, the Agreement and Assignment and the Assignment of Lease and Agreement, which were filed on June 4, 1979 under recordation numbers 10412, 10412-A, 10412-C respectively, can be canceled.

Dated this 22 day of January, 1998.

Secured Party,
FIRST SECURITY BANK,
National Association (formerly
known as First Security Bank
of Utah, National Association),
as Agent

By: _____


Greg A. Hawley
Vice President

Subscribed and sworn to before me this 22 day of January,
1998.


Notary Public

